The Rotterdam Rules

The views represented in this presentation are not government policy
The New Zealand Position

• Not signing at this stage
• Keep watching brief
• Keep open dialogue with stakeholders
• Consider signing when stakeholders tell us to

• Contact me at j.silvester@transport.govt.nz
International maritime carrier liability regimes

- The Hague System (1924)
- The Hague Visby System (1968)
- The Hamburg System (1978)
- The Rotterdam System?
Scope (Chapter 2)

- All contracts of carriage with an international sea leg where the following is located in a contracting State:
  - Place of receipt
  - Port of loading
  - Place of delivery
  - Port of discharge
Coverage (Chapter 4)

- The contract of carriage determines. It can:
  - Restrict to tackle-to-tackle
  - Provide for port-to-port
  - Extend to door-to-door
Special rules for volume contracts (Article 1(2) and Chapter 16)

- Volume contracts are for “a specified quantity of goods in a series of shipments during an agreed period of time”
- Shippers and carriers contracting under a volume contract can derogate from the convention
Obligations and liability of the carrier (Chapters 4 and 5)

- Seaworthy ship throughout voyage
- Removal of navigational fault defence
- Liability for delay (if delivery date agreed)
- Access to records where actual or apprehended loss occurred
## Limits on liability (Articles 59 and 60)

<table>
<thead>
<tr>
<th></th>
<th>Hague</th>
<th>Hague-Visby</th>
<th>Hamburg</th>
<th>Rotterdam</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Package Limitation</strong></td>
<td>£ 100</td>
<td>666.67 SDR</td>
<td>835 SDR</td>
<td>875 SDR</td>
</tr>
<tr>
<td><strong>Per kilogram limitation</strong></td>
<td>None</td>
<td>2 SDR</td>
<td>2.5 SDR</td>
<td>3.0 SDR</td>
</tr>
<tr>
<td><strong>Delay</strong></td>
<td>Nil</td>
<td>Nil</td>
<td>2.5 x the freight payable</td>
<td>2.5 x the freight payable</td>
</tr>
</tbody>
</table>
Shippers’ obligations and liability (Chapter 7)

• Deliver goods in condition to withstand carriage
• No liability for shippers’ delay
• Cannot contract out of dangerous goods provisions via volume contract
• Liability unlimited but fault-based
Electronic commerce (Chapters 3 and 8)

- Rules reflect modern methods of trade by providing for electronic commerce
Control of goods and transfer of rights (Chapters 9, 10 and 11)

- Codifies international practice
- Sets out rules eg where:
  - consignee does not receive goods
  - negotiable transport document not available
  - transfer of rights is effected
Jurisdiction and forum selection (Chapters 14 and 15)

• Opt in basis
• NZ stakeholders indicated during previous consultations that would not want to opt in
Political dynamics